

David L. Mazaroli (DM-3929)
Attorney for Plaintiff
11 Park Place – Suite 1214
New York, NY 10007-2801
Tel. (212)267-8480
Fax. (212)732-7352
e-mail: dlm@mazarolilaw.com

-----X
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
-----X

	:	ECF CASE
ACE EUROPEAN GROUP LTD.	:	
a/s/o Areva NP, Inc.	:	08 Civ. 3720 (NRB)
	:	
Plaintiff,	:	COMPLAINT
	:	
- against -	:	
	:	
BEMCO INCORPORATED	:	
	:	
Defendant.	:	

-----X

Plaintiff, through its undersigned attorney, alleges as follows for its complaint against defendant:

1. Plaintiff ACE European Group Ltd. is a corporation organized under the laws of, and with its principal place of business in, a foreign sovereign, and sues herein as the subrogated insurer of the cargo in suit, having paid the insurance claim of Areva NP, Inc., and for and on behalf of the shipper, consignee and owner of the cargo as their interests may appear.

2. Defendant Bemco Incorporated is believed to be a corporation organized under the laws of, and with its principal place of business in, one of the fifty states.

3. This Court has jurisdiction over the subject matter to this action pursuant to 28 U.S.C. §§ 1331 as this action arises from the carriage of goods in interstate

commerce and is governed by federal statutes, including the Carmack Amendment to the Interstate Commerce Act of 1887, 49 U.S.C. §14706, and/or federal common law related thereto. Concurrently there is diversity, pendent, ancillary and supplemental jurisdiction as to certain aspects of the claims in suit.

4. Upon information and belief defendant at all material times conducted business within the State of New York as a common carrier, including the pick up, carriage and delivery of cargo, or providing of services related thereto, and is subject to the *in personam* jurisdiction of this Court.

5. This action involves damage and loss to a shipment of robotics unit, which moved, or was intended to move, from Lynchburg, Virginia, to New York for purpose of international air transportation from John F. Kennedy International Airport to France, as described more fully in freight bill of lading 1221187.1870.0101 dated on or about April 17, 2006, and others.

6. Said damage and loss was the result of defendant's negligent failure to properly and safely carry, store and care for the cargo in suit, and its fundamental breaches of the carriage contract

7. By reason of the aforesaid, plaintiff, and those on whose behalf it sues, has sustained damages in the amount of \$51,420.57, no part of which has been paid although duly demanded.

8. Plaintiff sues herein on its own behalf and as agent and trustee for and on behalf of anyone else who may now have or hereafter acquire an interest in this action.

9. Plaintiff has performed all conditions precedent required of it under the premises.

SECOND CAUSE OF ACTION

10. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 9 of this complaint.

11. On or about April 17, 2006, the cargo in suit was delivered in good order and condition into the custody and control of defendant for purposes of carriage to the agreed destination.

12. Defendant failed to deliver the cargo at the agreed destination in the same good order and condition. Instead the cargo sustained damage during transport which rendered it unfit for intended usage. The damage reportedly arose when the carrying truck struck an overpass at or near Lynchburg, Virginia.

13. As a result of the aforesaid, defendant is liable to plaintiff as common carrier, warehouseman and/or bailee for hire.

WHEREFORE, plaintiff demands judgment against defendant Bemco Co.:

- a) for the sum of \$51,420.57;
- b) for prejudgment interest at the rate of 9% per annum;
- c) for the costs of this action;
- d) for such other and further relief as this court deems proper and just

Dated: New York, New York
April 17, 2007

LAW OFFICES,
DAVID L. MAZAROLI

s/David L. Mazaroli

David L. Mazaroli (DM3929)
Attorney for Plaintiff
11 Park Place - Suite 1214
New York, New York 10007
Tel. (212)267-8480
Fax (212)732-7352
E-mail: dlm@mazarolilaw.com
File No.: 8GB-1657